

## NuSkyWay PreLaunch Agreement

Please complete and return the attached agreement. Please include your sponsor's name on page #8.

Fax to:

Mark Petchel

816-817-1596

**PLEASE FAX BACK PAGE 8 ONLY!**

## NUSKYWAY PRELAUNCH AGREEMENT

NUSKYWAY PRELAUNCH AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2007, between MVP Network, Inc., dba NuSkyWay.com and \_\_\_\_\_, (PRELAUNCH PARTNER) a resident of \_\_\_\_\_.

### W I T N E S S E T H

WHEREAS, The MVP Network, Inc. wishes to enter into this agreement with the PRELAUNCH PARTNER for the sale of NUSKYWAY products listed in Exhibit A and

WHEREAS, MVP Network, Inc. desires that PRELAUNCH PARTNER represent the NUSKYWAY Products in accordance with the terms, conditions and covenants set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, and of the covenants, representations, and warranties made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. APPOINTMENT AND ACCEPTANCE. MVP Network, Inc. appoints PRELAUNCH PARTNER as its representative of the Products, and PRELAUNCH PARTNER accepts the appointment and agrees to sell and promote the Products. PRELAUNCH PARTNER shall solicit orders for the Products.

2. PRODUCTS. (a) The Products to be promoted and sold by the PRELAUNCH PARTNER shall at all times be all of those Products which MVP Network, Inc. develops and promotes in accordance with this Agreement; MVP Network, Inc. shall give prompt written notice to PRELAUNCH PARTNER of any additions or deletions which may be made by MVP Network, Inc.

(b) Unless otherwise authorized by MVP Network, Inc. in writing, PRELAUNCH PARTNER shall not, during the term of this Agreement, act as a representative for, or otherwise sell or promote, products which compete directly with the Products.

3. COMPENSATION. (a) PRELAUNCH PARTNER shall be entitled to receive from MVP Network, Inc. one of the top Weekly Binary Bonus positions in the NUSKYWAY compensation plan. **(See Exhibit A)**

(b) MVP Network, Inc. shall provide PRELAUNCH PARTNER, an accounting on a daily basis through a virtual back office of all orders and all payments received on account thereof each day PRELAUNCH PARTNER is eligible to receive

compensation hereunder. Upon reasonable notice and during regular business hours, PRELAUNCH PARTNER shall have access to the MVP Network, Inc.'s books and records pertaining to PRELAUNCH PARTNER sales revenues in order to verify the accounting called for in this Section 3(b).

(c) MVP Network, Inc. shall have the right to charge against any amounts payable to the PRELAUNCH PARTNER under this Agreement, an amount equal to the chargeback amount for purchases made by PRELAUNCH PARTNER customers.

4. **TERM AND TERMINATION.** This Agreement shall be effective as of the date hereof, and shall continue for a period of 60 months, however, this Agreement may be terminated for "cause" upon not less than thirty (30) days' prior written notice given by the terminating party to the non-terminating party. For purposes of this Agreement, "cause" means a material breach of a material obligation or duty of the non-terminating party contained in this Agreement. Following the termination of this Agreement, MVP Network, Inc. shall continue to pay the PRELAUNCH PARTNER in accordance with Section 3 above all commissions payable with respect to orders booked on or prior to the effective date of such termination.

5. **CONFIDENTIAL INFORMATION.** During the term of this Agreement and for a period of two (2) years thereafter, neither party shall disclose to any third person Confidential or Proprietary Information of the other party. For purposes of this Agreement, "Confidential or Proprietary Information" includes, but is not limited to, methods, operations, plans for doing business, trade secrets, customer lists, and other business matters peculiar to and pertaining to its business. Information already in the public domain through no fault of either party hereto shall not be Confidential or Proprietary Information.

6. **PRELAUNCH PARTNER'S DUTIES AND RELATIONSHIP TO MVP NETWORK, INC.** During the term of this Agreement:

(a) PRELAUNCH PARTNER shall conduct all of its business in the name of MVP Network, Inc. dba NUSKYWAY; and in connection therewith, PRELAUNCH PARTNER shall use its best efforts to sell and promote the Products.

(b) PRELAUNCH PARTNER shall pay all expenses whatsoever of its home office.

(c) PRELAUNCH PARTNER shall not, without MVP Network, Inc.'s prior written approval, alter, enlarge, or limit orders, make representations or guarantees concerning Products, or accept the return of, or make any allowance for, Products.

(d) PRELAUNCH PARTNER shall furnish to MVP Network, Inc. any information which it may have from time to time relative to the credit standing of any of its customers for Products.

(e) If for any reason PRELAUNCH PARTNER takes possession of any Products, the risk of loss or damage to, or destruction of, such Products shall be borne by the PRELAUNCH PARTNER, and the PRELAUNCH PARTNER shall indemnify and hold MVP Network, Inc. harmless against all losses, costs, damages or expenses whatsoever, including reasonable attorney's fees and costs, resulting from any such loss, damage or destruction.

(f) PRELAUNCH PARTNER shall attend, at its own expense, all meetings, conventions, and trade shows reasonably required by MVP Network, Inc..

7. MVP NETWORK, INC.'S DUTIES AND RELATIONSHIP TO PRELAUNCH PARTNER. During the term of this Agreement:

(a) MVP Network, Inc. shall furnish PRELAUNCH PARTNER, at no expense to PRELAUNCH PARTNER, samples, catalogs, literature and any other materials available from the Principal for the promotion and sale of its Products. All literature, samples, or other materials so provided remaining in the possession of PRELAUNCH PARTNER shall be returned to MVP Network, Inc. upon its reasonable request.

(b) MVP Network, Inc. shall at all times keep PRELAUNCH PARTNER informed about sales and promotional policies and programs affecting the Territory, and shall refer all inquiries it receives from within the Territory to PRELAUNCH PARTNER.

(c) MVP Network, Inc. shall furnish PRELAUNCH PARTNER with copies of all correspondence, quotations, orders, invoices and shipping documents sent or received by it relating to sales of Products.

(d) The parties hereto acknowledge that (i) all orders are subject to acceptance or rejection by MVP Network, Inc.; (ii) MVP Network, Inc. has exclusive control over its prices, discounts, specifications, and the terms governing the sale of its Products; (iii) PRELAUNCH PARTNER may not accept orders in MVP Network, Inc.'s name or make price quotations or delivery promises without the MVP Network, Inc.'s prior approval; and (iv) the collection of payments from customers is the responsibility of the PRELAUNCH PARTNER.

8. REPRESENTATIONS AND WARRANTIES.

(a) MVP Network, Inc. represents and warrants to the PRELAUNCH PARTNER as follows:

(i) MVP Network, Inc. is a corporation duly organized and validly existing under the laws of the State of Nevada.

(ii) All necessary corporate and other actions have been taken by MVP Network, Inc. to authorize it to enter into this Agreement and perform in accordance with this Agreement. This Agreement is binding on the MVP Network, Inc. and enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general equitable principles.

(iii) Neither the execution, delivery, or performance of this Agreement will violate or conflict with any provision of the Articles of Incorporation or Bylaws of the MVP Network, Inc., or cause a violation or breach of any material statute, rule, ordinance, lease, bond, agreement, or other instrument to which it is a party or by which it is bound, including, but not limited to, any applicable marketing agreement.

(b) PRELAUNCH PARTNER represents and warrants to the MVP Network, Inc. as follows:

(i) PRELAUNCH PARTNER is a citizen of \_\_\_\_\_

(ii) All necessary actions have been taken by PRELAUNCH PARTNER to authorize it to enter into this Agreement and perform in accordance with this Agreement. This Agreement is binding on the PRELAUNCH PARTNER and enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general equitable principles.

(iii) Neither the execution, delivery, or performance of this Agreement will violate or conflict with the PRELAUNCH PARTNER, or cause a violation or breach of any material statute, rule, ordinance, lease, bond, agreement, or other instrument to which it is a party or by which it is bound.

9. RELATIONSHIP OF THE PARTIES. (a) Nothing in this Agreement shall be construed to constitute either the MVP Network, Inc. or the PRELAUNCH PARTNER as the partner or employee of the other, it being intended that the PRELAUNCH PARTNER is and shall remain an independent contractor solely responsible for its own actions.

(b) The PRELAUNCH PARTNER shall not have any right, power, or authority to enter into any agreement, arrangement, or understanding, or to incur any indebtedness, for or on behalf of the MVP Network, Inc., or to bind the MVP Network, Inc. in any way, and any such act in violation of this Section 9(b) shall be null and void and of no effect.

10. ARBITRATION. (a) Any controversy, claim or dispute arising out of or relating to this Agreement, including the formation, validity, or breach thereof, whether arising during or after the period of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon the parties. Nothing in this paragraph, however, shall prevent the parties from seeking injunctive or other equitable relief from a state or federal court of competent jurisdiction.

(b) The arbitration shall be conducted by one neutral arbitrator, who shall be selected in accordance with the rules of the American Arbitration Association. Any arbitration proceedings hereunder shall take place in the location closest to the principal place of business of MVP Network, Inc. in which the American Arbitration Association maintains an office. The arbitrator shall issue a written decision and set forth the reasons for said decision. Judgment upon the award rendered by the arbitrator may be entered in any federal or state court having competent jurisdiction thereof. The costs of arbitration, including the fees of the arbitrator, shall be borne equally. Each side shall bear its own attorneys' fees and costs, and punitive damages shall not be allowed.

11. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri in which MVP Network, Inc. has its principal place of business. Forum selection is St. Louis County, Missouri.

(b) All Notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (i) by personally delivering the notice; or (ii) by mailing the notice by certified mail, return receipt requested, with postage prepaid. Notice is deemed to be served and effective when received. Any party may change the address to which notices and other communications hereunder are to be sent to such party by giving the other party written notice thereof in accordance with this provision. Notices shall be given as follows:

If by mail to: NuSkyWay / MVP Network, Inc.:  
110 North Jefferson Street  
St. Louis, Missouri, 63103  
Attn: Donna Fisher – Customer Service  
If by Fax to: 314-241-1437

If to PRELAUNCH PARTNER:

\_\_\_\_\_

Attn: \_\_\_\_\_

(c) No party may assign any of its rights or obligations under this Agreement without the prior written consent of the others. This Agreement shall be binding upon the parties hereto, and their respective successors and permitted assigns.

(d) This Agreement is the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all previous agreements, negotiations or understandings, written or oral, between the parties.

(e) This Agreement may only be modified, amended or supplemented by a writing executed by the parties hereto.

(f) No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by the parties hereto. A waiver by a party hereto of any breach or default by the other party to this Agreement shall not constitute a continuing waiver, or a waiver of any subsequent breach or default hereunder by the other party.

(g) The headings herein are inserted for convenience of reference only, and same shall not serve to limit, expand or interpret the paragraphs to which they apply, and shall not be deemed a part of this Agreement.

(h) In case any one or more of the provisions in this Agreement should be declared by a court, arbitrator, or governmental agency or department to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this MARKETING AGREEMENT to be executed and delivered as of the day and year first above written.

[PRELAUNCH PARTNER]

Name: \_\_\_\_\_  
(print your name)

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_  
(if applicable)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Cost: \$108 USD

Credit card number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Please print your sponsor's first and last name here:

\_\_\_\_\_

**This contract cannot be completed without a sponsor name.**

**PLEASE FAX BACK PAGE 8 ONLY!**

## Exhibit A

### Products: Video Game Websites

#### Compensation Plan - 3 Separate Weekly Payments

1. **Weekly Binary Bonuses:** Your Weekly Binary Bonuses are activated when you sell 2 game websites for \$108 each. You place one distributor in Team A and another distributor in Team B. Each game website sold is equal to \$100 in sales volume. Each game download is equal to \$10 in sales volume. Each time you accumulate \$300 in sales volume in one team and \$600 in sales volume in the other team, you are paid \$50. Your Team Building Bonuses are limited to 1,000 of the \$50 bonuses payments per week which equals \$50,000 per week.
2. **Leadership Matching Bonuses:** When you sell 3 game websites you are paid **20%** Matching Bonuses on Weekly Binary Bonuses paid to distributors you sponsor. This is your first level. No limit on Matching Bonuses on the first level.

**When you sell 9 game websites** you are paid **20%** Matching Bonuses on Weekly Binary Bonuses to those distributors you personally sponsor, plus Matching Bonuses all of the distributors sponsored by the distributors you personally sponsored. This is your second level. No limit on Matching Bonuses on the second level.

**When you sell 12 game websites** you are paid 20% Matching Bonuses on Weekly Binary Bonuses on those people you personally sponsor, plus Matching Bonuses on the people trained by those you sponsored. In addition you are paid **25%** on your third level. These are people that have been sponsored and trained by people that were trained by those on your second level. This is your third level. No limit on Matching Bonuses on your third level.

**3. Retailing the Games:** You are paid \$10 every time one of your games is downloaded. You have 1,000 downloads of each game with your game websites. You can earn \$10,000 from the downloading of each game. Golf, Racing, and Soccer later in 2007 would pay you up to \$30,000 in download commissions.

Each distributor owns a game website. Each game website is renewed every 90 days with 1,000 more game downloads for \$108.00(USD). This means every time the game websites in your A and B sales teams renew, you are paid the Weekly Binary Bonuses all

over again. In addition, when more downloads are done, you receive more Binary sales volume. No limit on renewal bonuses paid weekly.